

SUB FEE DISTRIBUTION AGREEMENT

SELLER NAME: GAZPROM 1.4, 1.0, NIB 1.4 Re: **Negotiated Early Payment** As of December 15, 2008
SELLER CODE:
BUYER NAME: UNITED PETROLEUM/BIRLESİK PETROL A.S
BUYER CODE:
BUYER REP CODE:
CONTRACT NUMBER:
LOI/ICPO REF. NO.: MDM Internal Code Reference 77668RMT 12152008 3.8MMT 5 Years

Agreement Re: Negotiated early payment of contract between MDM Oil Ltd and United Petroleum/Birlesik Petrol A.S., As Of December 15, 2008 for

The purchase and Sales Agreement of D2 Diesel Gost 305-82.
Quantity 3.8 Million Metric Tons Monthly for 60 Months
With rolls and extensions

Information related to this transaction

On or about September 20, 2008, GAZPROM and NIB Petroleum as sellers, and United Petroleum/Birlesik Petrol A.S. as buyer entered into a series of NCND/Master Fee Protection Agreements which included payment of consulting fees to MDM Oil Ltd ("MDM") and other written and verbal understandings related to The Purchase and Sales Agreement of D2 Diesel Gost 305-82 for three separate contract quantities whose total was estimated to be 3.8 Million Metric Tons Monthly for 60 Months With rolls and extensions. (Codes and other information related to the transactions are available in other separate documents.)

As part of arranging the above referenced series of negotiated agreements, MDM OIL LTD, an Irish Corporation, ("MDM"), assisted in structuring the transaction, and relied upon various parties to assist, arrange, negotiate, structure and consult related to the agreements, with the understanding that if MDM should in fact benefit and in fact earn consulting fee income from the above captioned activity, that MDM, at its sole discretion would pay portions of its fees in a time frame that MDM at its sole discretion when it might decide to, however the period during which MDM might pay fees would be no longer than five years from MDM receiving consulting fees from the above captioned transaction and at the sole discretion of MDM as to the amount and when it might be paid.

MDM has given escrow authority and directed that any funds from consulting activities it might receive be sent to IFN CPA LTD, acting as Paymaster on behalf of MDM and at MDM's direction said funds to be further kept in such bank as the Paymaster may determine.

In addition, each of the potential beneficiaries by signing this document, recognize that MDM has the authority to pay all expenses and create such reserves for business purposes related to the potential fee earnings that it might receive and that MDM in its sole authority can do whatever it believes are in the best interests of MDM and that any fees paid to any beneficiaries by MDM are at the total discretion of MDM.

The total of all consulting fees received by the Paymaster on behalf of MDM may be used to pay fees to beneficiaries as may be defined by MDM in its sole discretion, from MDM's accounts either with the Paymaster or any bank to be named by the Paymaster or MDM with MDM having the full power of escrow authority in addition to the Paymaster for disbursing funds.

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Should MDM decide to pay consulting fees to any of the beneficiaries to this agreement, it may do so from any source at any time, all at its sole discretion.

Initially MDM anticipated being paid an estimated \$253,200,000US (two hundred and fifty three million) per year for five years or \$1,266,000,000 (One billion, two hundred and sixty six million) US over the five year time period. Subsequent to September 20, 2008, the consulting fee agreements between United Petroleum/Birlesik Petrol, A.S, and MDM became the subject of further discussions as to potential discounts on payments due to MDM and its beneficiaries. All parties to the agreements agreed to negotiate to reach a discounted settlement between MDM and United Petroleum/Birlesik Petrol, A.S. On or about November 28, 2008, agreement was reached between all of the negotiating parties and United Petroleum/Birlesik Petrol, A.S., agreed to pay to MDM Petroleum the sum of \$300,000,000 (Three Hundred Million) USD before expenses of MDM of all nature including legal, paymaster, investment banking and economic consulting and other accounting and tax reserves related to reaching the settlement. These expenses became the sole responsibility of MDM.

It is now anticipated that MDM will be receiving after the above captioned expenses gross consulting fees of approximately \$258,777,000 (two hundred and fifty eight million seven hundred and seventy seven thousand dollars) USD, all of which is being paid directly for the benefit of MDM to the escrow trust account of the Paymaster Irwin F Noparstak IFN CPA Trust Account #3 at The Private Bank and Trust Company, Chicago Illinois.

Now, therefore, MDM directs the Paymaster to distribute money received on behalf of MDM by the Paymaster for this transaction for the following expenses, consulting fees, charitable contributions and such other expenses, as well as to the following entities or individuals, amounts that MDM has determined it will pay as consulting fees for the year 2009 as per the schedule shown below, less any fees or expenses as may be defined in the Paymaster agreement which is attached to this document. MDM by virtue of this agreement directs the Paymaster to hold any funds not disbursed in a trust escrow account for the benefit of MDM until further notice of disposition by MDM. MDM further agrees that it will report and provide vendors, governmental authorities and beneficiaries with appropriate 1099 documents for the year 2009 for all tax reporting purposes, and hereby appoints Irwin F Noparstak CPA and/or his company (The Paymaster), or its assigns to prepare and distribute said 1099's in a timely manner.

The Paymaster is hereby directed to distribute from the Paymaster trust account on behalf of MDM Oil Ltd, to the following consultants and all parties to this agreement agree to this distribution as follows:

SCHEDULE 1

Paymaster Disbursement Schedule of Funds To Be Distributed As Directed by MDM, from funds received by Paymaster on behalf of MDM Oil Ltd.

- 1. \$ 750,000 USD to Paymaster for paymaster fees due from MDM**
- 2. \$ 25,000 USD to Paymaster for miscellaneous bank charges**

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3. \$ 50,000 USD to Paymaster for payment of legal fees to Reed Smith LLP
4. \$ 5,000,000 USD to Reed Smith LLP for legal fees for a retainer for past and contemplated years 2009-2010 future legal services as may be rendered
5. \$ 31,060,267 USD to Gaia Investment Services LLC for consulting fees rendered MDM
6. \$ 41,060,267 USD to PD LLC for consulting fees rendered MDM
7. \$ 31,067,267 USD to S Infinite Holdings LLC for consulting fees rendered MDM
8. \$ 15,530,133 USD to London Financial Capital (Douglas Schulman) for consulting fees rendered MDM.
9. \$ 15,530,133 USD to London Financial Capital (Hunter Herbert) for consulting fees rendered MDM.
10. \$ 13,060,267 USD to Rulux Limited for consulting fees rendered MDM.
11. \$ 15,545,000 USD to Joseph Unlimited for consulting fees rendered MDM.
12. \$ 2,000,000 USD to MDM Oil Limited
13. \$ 29,060,267 USD to be held by the Paymaster for the benefit of MDM awaiting further instructions from MDM
14. \$ 750,000 USD to Tim Doyle for consulting fees rendered MDM.
15. \$ 31,310,267 USD to be held by the Paymaster for the benefit of Tim Doyle awaiting further instructions from Tim Doyle.
16. All remaining funds after the above distributions to be held by The Paymaster for MDM awaiting further instructions from MDM.

WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.

WHEREAS the undersigned have previously entered into a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

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ALL PARTIES WHO HAVE BEEN DESIGNATED BY MDM AT ITS SOLE DISCRETION TO RECEIVE PAYMENTS OF ANY KIND WHO ARE SIGNATORIES TO THIS AGREEMENT WILL BE PAID IMMEDIATELY UPON THE MONIES OF MDM AS SENT TO THE PAYMASTER, CLEARING AND BECOMING "GOOD FUNDS" WITHIN THE PAYMASTERS ESCROW ACCOUNT. THEY WILL BE PAID OUT IN PARTS SHOWN NEXT TO EACH VENDOR OR BENEFICIARIES NAME ON THE SUB FEE AGREEMENT VIA WIRE TRANSFER PURSUANT TO THE INFORMATION PROVIDED BELOW BY EACH PARTY.

ALL PARTIES TO THIS AGREEMENT STIPUTULATE THAT INFORMATION CONTAINED IN THIS AGREEMENT IS PRIVILEGED AND CONFIDENTIAL. They further stipulate that no individual who is party to this agreement shall be entitled to see the distributions and expenses of any of the other parties to this specific agreement. The parties to this specific agreement acknowledge that all distributions to beneficiaries and expenses and reserves allocated whatever they may be for and in whatever amount, are the sole decision of MDM Petroleum Ltd, and agree to hold MDM, its officers, directors and employees, agents and associates free and clear from any causes of action whatsoever for eternity. Payments made to any of the vendors or beneficiaries or others under this agreement are made at the sole sufferance of MDM Petroleum Ltd, its officers, directors and agents and employees and may, under no circumstances be contested in a court of law or other jurisdictional arbitration forum for any reason whatsoever. Any party bringing legal action related to this paragraph or other items in this agreement shall be enjoined from doing so by terms of this agreement, and will be responsible for payments of any and all legal fees and other costs as may be incurred by any beneficiary who is a party to the plaintiff's action.

The use of electronic signatures and counterpart copies of this agreement is agreed to by all parties.

ADDITIONAL TERM & CONDITIONS

- 1. This agreement covers the initial settlement contract related to United/Birlesik/MDM dated November 28, 2008.**
- 2. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express written permission of MDM.**
- 3. This agreement and any subsequently issued pay orders by MDM to any beneficiary or vendor shall be assignable, transferable and divisible.**
- 4. All parties agree neither to circumvent nor to attempt to circumvent as related to this transaction of this current agreement for a period of five (5) years from the date of the execution of this agreement. This document binds all parties, their employees, associates, transferees and assignees or designees.**
- 5. All faxed and/or e-mailed signatures or electronic signatures shall be considered as original signatures for the purpose of binding all parties to this agreement. This document may be signed in any number of counterparts all of which shall be taken together and shall constitute as being one and the same instrument.**

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6. Any party may enter into this document and the agreement constituted thereby by signing any counterpart any time, date or period mentioned in any provision of this document. This document may be amended at any time only by MDM Oil Ltd, or its lawful representatives.
7. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and may disclose such business sources only to the named parties pursuant to the express written permission of MDM.
8. That the parties to this agreement will not disclose names, addresses, e-mail address, telephone and tele-fax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party without the express written permission of MDM.
9. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the Parties to this agreement, unless written permission has been obtained from MDM to do so. For the sake of this agreement, it does not matter whether information is obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
10. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
11. All considerations, benefits, bonuses, participation fees and/or consulting fees received as a result of the contributions of whatever form of the parties in the Agreement, relating to any and all transactions will be paid at the sole and absolute discretion of MDM.
12. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law of the State of Illinois, The United States of America. In the event of dispute, the applicable US, International, or laws of the State of Illinois of The United States of America will apply. The selection of the applicable laws to apply will be the sole and absolute decision of Reed Smith LLP. The parties of this agreement further agree to be governed by all appropriate Federal Laws of The United States of America.
13. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of this Agreement shall perpetuate for five years (5 years from the "As of" date of signing as shown on each Header Page of this document).

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PARTIAL INVALIDITY:

The illegality, invalidity and non-enforceable provision of this document under the laws of any jurisdiction shall not affect its illegality, validity or enforceability under the law of any other jurisdiction or provision.

GOVERNING LAW AND JURISDICTION:

This document shall be governed and construed in accordance with the laws of the State of Illinois, The United States of America and the laws of The United States of America.

ARBITRATION:

In the event of dispute, the arbitration laws of the State of Illinois of The United States of America will apply or such laws as may be specified by Reed Smith LLP. All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any questions regarding its existence, validity or termination to arbitration. The appointed arbitrator shall hold the proceedings in the State of Illinois, The United States of America and the rules of arbitration to be utilized will be specified by Reed Smith LLP. This document is signed and accepted by parties named below and is to be included in the main contract.

EDT (Electronic document transmissions)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-

- 1- Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and
- 2- ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- 3- EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

AGREEMENT TO TERMS

Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. This Agreement is enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and/or signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature. Counterparts of this agreement as signed are accepted.

ACCEPTED AND AGREED WITHOUT CHANGE. Electronic signature is valid and accepted as hand signature

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The beneficiaries agree without recourse to the terms and conditions of this agreement, and accept without protest, in full, and final settlement, of all amounts paid to them by MDM for services rendered as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever and are to be paid by Paymaster at the sole discretion of MDM.


Paymaster is to receive from his escrow account:

\$ 750,000 USD to Paymaster for paymaster fees due from MDM

\$ 25,000 USD to Paymaster for miscellaneous bank charges

\$ 50,000 USD to Paymaster for payment of legal fees to Reed Smith LLP

PAYMASTER # 1 #

PARTICULARS	PAYMASTER INFORMATION
PAYMASTER NAME ADDRESS PHONE NUMBER/FAX PASSPORT NUMBER CONTACT	IFN CPA LTD. 180 N. Michigan Ave, #908 Chicago, Illinois 60601 312-263-4551/ fax 312-629-2710 429360932 Irwin F Noparstak CPA
ACCOUNT HOLDER NAME	IFN CPA #3 Trust Account
BANK NAME	The PrivateBank and Trust Company
BANK ADDRESS	70 West Madison Suite 200 Chicago, Illinois 60602
PHONE NUMBER/FAX	312-683-7113 fax 312-629-2710
ACCOUNT NUMBER ROUTING NUMBER/ABA BANK OFFICER:	2170380 071006486 Carolyn Collins
SWIFT CODE	LASLUS44XXX
FOR THE BENEFIT OF:	Sub fee payment agreement as follows:
Signature of Paymaster	 As of December 15, 2008

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AGREEMENT

Beneficiary #1

This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

1. \$2,000,000 to be paid to beneficiary immediately from Paymaster account to MDM Oil Ltd

PAYEE NAME MDM OIL LTD
BY EDWARD O'NEILL, MANAGING DIRECTOR
ADDRESS 156 Saint Attracta Road, Cabra Dublin 7, Republic of Ireland
PHONE 011-35-35-127-2696 (For Edward O'Neill)
FAX 720-255-2098 (For Edward O'Neill)
E-MAIL edwardoneill@eircom.net

FOR FURTHER CREDIT TO:

BANK NAME Permanent TSB
BANK ADDRESS 121 Phibsboro Road, Dublin, 7, Republic of Ireland
ACCOUNT HOLDER Edward O'Neill
ACCOUNT NUMBER 53510811
SWIFT-CODE 99-06-03
BANK OFFICER Bess O'Connor
BANK PHONE NUMBER 011 353 1 8301115

Signature

As of December 15, 2008



The bank originating the wire MUST include the Beneficiary Bank information to assure proper routing of funds. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

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Beneficiary #2

This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, in full, and final settlement, of all amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

1. \$31,060,267 USD TO BE PAID FROM PAYMASTER ACCOUNT IMMEDIATELY FOR CONSULTING FEES

PAYEE NAME : S INFINITE HOLDINGS LLC
BY STERLING HARRIS, PRESIDENT
ADDRESS : 129120 Jennifer Place, Dallas Texas 75243
PHONE : 972-849-2633
FAX : 214-231-9050
E-MAIL : STERLING@INFINITEHOLDINGS.COM

FOR FURTHER CREDIT TO:

BANK NAME : Guaranty Bank
BANK ADDRESS : 2219 S. Washington St Kaufman, TX 75142
ACCOUNT HOLDER : S. Infinite Holdings, LLC
ACCOUNT NUMBER : Account Number: 3805140310
Routing Number: 314970664
International Wire:
Receiving Bank: Bank of New York
Acct#: @ Bank of New York 8900554614 for Guaranty Bank
ABA: 021000018

SWIFT-CODE : IRVTUS3N
ABA CODE : 021000018
BANK OFFICER : Jamie Running
BANK PHONE NUMBER : 972-932-2100
BANK FAX : 972-932-8434

SIGNATURE:  As of 12/15/2008

The bank originating the wire MUST include the Beneficiary Bank information to assure proper routing of funds. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

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Beneficiary #3

This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, in full, and final settlement, of all amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

1. \$ 31,060,267 USD PAID TO BENEFICIARY IMMEDIATELY FROM PAYMASTER ACCOUNT FOR CONSULTING FEES

PAYEE NAME : **GAIA INVESTMENT SERVICES LLC**
BY LISA DEL CAMPO, MANAGING DIRECTOR

ADDRESS : **733 Orleans Drive, Highland Park Illinois 60035**
PHONE : **847-432-7403**
FAX : **847-432-7403**
E-MAIL : **KANGRA@AOL.COM**

FOR FURTHER CREDIT TO:

BANK NAME : **US Bank, na**
BANK ADDRESS : **2302 N. Farwell, Milwaukee Wisconsin 53212**
ACCOUNT HOLDER : **GAIA INVESTMENT SERVICES LLC**
ACCOUNT NUMBER : **182356034831**
SWIFT-CODE : **USBKUS44MT**
ABA CODE : **075000022**
BANK OFFICER : **James Bloomquist**
BANK PHONE NUMBER : **414-765-4400**

SIGNATURE: *Lisa Del Campo* **As of 12/15/2008**

The bank originating the wire MUST include the Beneficiary information to assure proper routing of funds. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

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Beneficiary #4

This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, in full, and final settlement, of all amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

1. \$ 15,530,133 USD PAID TO BENEFICIARY IMMEDIATELY FROM
PAYMASTER ACCOUNT FOR CONSULTING FEES

PAYEE NAME : LONDON FINANCIAL CAPITAL,LLC
BY DOUGLAS SCHULMAN, MANAGING DIRECTOR
ADDRESS : 8194 Robertson Drive, Frisco Texas
PHONE : 972-464-7288
FAX : 800-929-8021
E-MAIL : Douglas@londonfi.com

FOR FURTHER CREDIT TO:

BANK NAME : Capital One Bank
BANK ADDRESS : 7330 Gaylord Parkway, Frisco, TX 75034
ACCOUNT HOLDER : London Financial Capital, LLC
ACCOUNT NUMBER : 3620524696
SWIFT-CODE : HIBKUS44
ABA CODE : 111901014
BANK OFFICER : Tim Connell
BANK PHONE NUMBER : 972.364.6210

SIGNATURE:

As of 12/15/2008

The bank originating the wire MUST include the Beneficiary Bank information to assure proper routing of funds. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

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Beneficiary #5

This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, in full, and final settlement, of all amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

1 \$ 15,530,133 USD PAID TO BENEFICIARY IMMEDIATELY FROM
PAYMASTER ACCOUNT FOR CONSULTING FEES

PAYEE NAME : LONDON FINANCIAL CAPITAL,LLC
BY James Hunter Hebert
ADDRESS : 4444 Jordan Drive, Grand Blanc, Michigan
PHONE : 248-807-8767
FAX : 810-519-1779
E-MAIL : Hunter@londonfi.com

FOR FURTHER CREDIT TO:

BANK NAME : Capital One Bank
BANK ADDRESS : 7330 Gaylord Parkway, Frisco, TX 75034
ACCOUNT HOLDER : London Financial Capital, LLC
ACCOUNT NUMBER : 3620524696
SWIFT-CODE : HIBKUS44
ABA CODE : 111901014
BANK OFFICER : Tim Connell
BANK PHONE NUMBER : 972.364.6210



SIGNATURE:

As of 12/15/2008

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Beneficiary #6

This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, in full, and final settlement, of all amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

1. \$750,000 To be paid to the beneficiary from the Paymaster account immediately for consulting fees

PAYEE NAME : TIM DOYLE

ADDRESS : 19 Lower Baggot Street, Dublin 2, The Republic of Ireland

PASSPORT # : P196296

PHONE : 011-35-35-127-2696

FAX : 001-720-255-2097

E-MAIL : TIMDOYLE@MDMRECRUITMENT.COM

FOR FURTHER CREDIT TO:

BANK NAME : Ulster Bank

BANK ADDRESS : College Green, Dublin 2, The Republic of Ireland

ACCOUNT HOLDER : Tim Doyle

ACCOUNT NUMBER IBAN : IE21ULSB98501060451036

SWIFT-CODE : ULSBIE2D

BANK OFFICER : MARK GOLDEN

BANK PHONE NUMBER : 011-353-1-6084000


SIGNATURE:

As of 12/15/2008

The bank originating the wire MUST include the Beneficiary Bank information to assure proper routing of funds. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

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SUB FEE DISTRIBUTION AGREEMENT

SELLER NAME: GAZPROM 1.4, 1.0, NIB 1.4

Re: **Negotiated Settlement**

As of December 15, 2008

SELLER CODE:

BUYER NAME: UNITED PETROLEUM/BIRLESİK PETROL A.S

BUYER CODE:

BUYER REP CODE:

CONTRACT NUMBER:

LOI/ICPO REF. NO.:

MDM Internal Code Reference 77668RMT 12152008

3.8MMT 5 Years

Beneficiary #7 This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, in full, and final settlement, of all amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

2. \$31,060,267 To be paid to the beneficiary from the Paymaster account immediately for consulting fees.

PAYEE NAME

RULUX Limited

By Matthew Hinds CEO

ADDRESS

: Stanley House, 49 Dartford Road,
Sevenoaks, Kent TN13 3TE

PASSPORT #

: 094629805 UNITED KINGDOM

PHONE

:

Office:0044 1732 451 357 Fax: 0044 1732 451 357
Mobile:0044 77 11 633 754

E-MAIL

: **MHINDS99@YAHOO.COM** **WWW.RULUXLIMITED.CO**

Beneficiary Name/ Address	RULUX LIMITED
Represented By	Mr Matthew Hinds
Title	CEO
Passport Number	094629805
Nationality	BRITISH
Correspondence Bank	UBS AG, STAMFORD BRANCH
For Account	101-WA-388904-000
SWIFT	UBSWUS33
Pay to Bank	EFG BANK ZURICH, Bahnhofstrasse 16
Account No.	512372.120.7
Beneficiary	512372
ABA Code	
IBAN	CH11 0866 7005 1237 2120 7
Bank Officer	Ms Iva Stehli

SIGNATURE:

As of 12/15/2008

The bank originating the wire MUST include the Beneficiary Bank information to assure proper routing of funds. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

SUB FEE DISTRIBUTION AGREEMENT

SELLER NAME: GAZPROM 1.4, 1.0, NIB 1.4 Re: **Negotiated Early Payment** As of December 15, 2008
 SELLER CODE:
 BUYER NAME: UNITED PETROLEUM/BIRLESIK PETROL A.S
 BUYER CODE:
 BUYER REP CODE:
 CONTRACT NUMBER:
 LOI/ICPO REF. NO.: MDM Internal Code Reference 77668RMT 12152008 3.8MMT 5 Years

Beneficiary #8

This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, in full, and final settlement, of all amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

1. \$15,530,133 To be paid to the beneficiary from the Paymaster account immediately for consulting fees.

PAYEE NAME : Joseph Unlimited LLC
 Orvalee Farris, Director

PASSPORT # : 072974522, United States
 PHONE : (503) 777-2223
 FAX : (503) 771-7893
 E-MAIL : ORVALEE@YAHOO.COM ADMIN@GIASTARR.COM

FOR FURTHER CREDIT TO:

Beneficiary Name	Joseph Unlimited LLC Orvalee Farris
Bank Name	Wells Fargo Bank na
Bank Address	Woodstock in-store, 4515 S.E. Woodstock Blvd, Portland Oregon 97206
Account No.	185-0503010
Account Name	Joseph Unlimited LLC
SWIFT	WFB1US65 Incoming Route 121000248
Bank Officer	
Bank Telephone /Fax	503-788-0053
Routing Number	503-788-1651

SIGNATURE:




As of 12/15/2008

The bank originating the wire MUST include the Beneficiary Bank information to assure proper routing of funds. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

SUB FEE DISTRIBUTION AGREEMENT

SELLER NAME: GAZPROM 1.4, 1.0, NIB 1.4

Re: **Negotiated Settlement**

As of December 15, 2008

SELLER CODE:

BUYER NAME: UNITED PETROLEUM/BIRLESİK PETROL A.S

BUYER CODE:

BUYER REP CODE:

CONTRACT NUMBER:

LOI/ICPO REF. NO.:

MDM Internal Code Reference 77668RMT 12152008

3.8MMT 5 Years

Beneficiary #9

This beneficiary agrees without recourse to the terms and conditions of this agreement, and accepts without protest, in full, and final settlement, of all amounts earned or due under terms of this agreement as follows for immediate payment to beneficiary as shown here. These figures are net of any and all expenses and reserves of any kind whatsoever.

1. \$ 31,060,267 USD To be paid to the beneficiary from the Paymaster account immediately for consulting fees

PAYEE NAME : PD LLC
BY PAMELA M COHEN, MANAGER

ADDRESS : 733 Orleans Drive, Highland Park Illinois 60035
PHONE : 847-432-7403
FAX : 847-432-7403
E-MAIL : KANGRA@AOL.COM

FOR FURTHER CREDIT TO:

BANK NAME : US Bank, na
BANK ADDRESS : 2302 N. Farwell, Milwaukee Wisconsin 53212
ACCOUNT HOLDER : PD LLC
ACCOUNT NUMBER : 182374094221
SWIFT-CODE : USBANKUS44MT
ABA CODE : 075000022
BANK OFFICER : James Bloomquist
BANK PHONE NUMBER : 414-765-4400

SIGNATURE:  As of
12/15/2008

The bank originating the wire MUST include the Beneficiary information to assure proper routing of funds. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

The Paymaster, IFN CPA LTD, BY IRWIN F NOPARSTAK CPA, PRESIDENT_is duly instructed and hereby agrees to act as the Paymaster for above-listed sub-fee agreement.

In case of recall of funds by buyer, the responsibility of repayment will be the sole responsibility of the above-listed recipients of such funds and will not hold the Paymaster, IFN CPA LTD, BY IRWIN F NOPARSTAK CPA, PRESIDENT_liable for repayment after the funds are disbursed.

SUB FEE DISTRIBUTION AGREEMENT

SELLER NAME: GAZPROM 1.4, 1.0, NIB 1.4 Re: **Negotiated Early Payment** As of December 15, 2008

SELLER CODE:

BUYER NAME: UNITED PETROLEUM/BIRLESİK PETROL A.S

BUYER CODE:

BUYER REP CODE:

CONTRACT NUMBER:

LOI/ICPO REF. NO.: MDM Internal Code Reference 77668RMT 12152008 3.8MMT 5 Years

AGREED AND ACCEPTED BY:

IFN CPA LTD, BY IRWIN F NOPARSTAK CPA, PRESIDENT

Paymaster's Signature



Date: As of December 15, 2008

Printed Name: IRWIN F NOPARSTAK

**Beneficiary #1 MDM OIL LIMITED
BY EDWARD O'NEILL, MANAGING DIRECTOR**

Date As of December 15, 2008



**Beneficiary #2 S INFINITE HOLDINGS LLC
BY STERLING HARRIS, PRESIDENT**

Date As of December 15, 2008



**Beneficiary #3 GAIA INVESTMENT SERVICES LLC
BY LISA DEL CAMPO, MANAGING DIRECTOR**



Date: As of December 15, 2008

**Beneficiary #4 LONDON FINANCIAL CAPITAL, LLC
BY DOUGLAS SCHULMAN, MANAGING DIRECTOR**

Date: As of December 15, 2008



**Beneficiary #5 LONDON FINANCIAL CAPITAL, LLC
BY James Hunter Hebert**

Date: As of December 15, 2008



SUB FEE DISTRIBUTION AGREEMENT

SELLER NAME: GAZPROM 1.4, 1.0, NIB 1.4

Re: **Negotiated Settlement**

As of December 15, 2008

SELLER CODE:

BUYER NAME: UNITED PETROLEUM/BIRLESİK PETROL A.S

BUYER CODE:

BUYER REP CODE:

CONTRACT NUMBER:

LOI/ICPO REF. NO.:

MDM Internal Code Reference 77668RMT 12152008

3.8MMT 5 Years

Beneficiary #6 Tim Doyle

T Doyle

Date: As of December 15, 2008

Beneficiary #7

RULUX Limited

By Matthew Hinds CEO



Date: As of December 15, 2008

Beneficiary #8 JOSEPY UNLIMITED LLC

By Orvalee Farris

Date: As of December , 2008





Date: As of December 15, 2008

Beneficiary #9 PD LLC

By Pamela M. Cohen

Manager

Pamela M. Cohen

Date: As of December 15, 2008
